



The Comptroller General  
of the United States

Washington, D.C. 20548

*Callahan - BL*

## Decision

Matter of: American Maid Maintenance

File: B-227909

Date: October 2, 1987

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### DIGEST

1. Protest that specifications are not economically sound and are not in the best interest of the government will not be considered where the protester does not show that these specifications adversely affect it in some way, since the method an agency chooses to accomplish its needs raises an issue of policy, and is a matter for the agency to decide.
2. Protest challenging requirements that contractor furnish various supplies for which the solicitation does not provide specific compensation is without merit where the protester does not show that the risks imposed are unreasonable. The mere presence of risk in a solicitation does not render it inappropriate, and offerors are expected to consider the degree of risk in calculating their prices.

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### DECISION

American Maid Maintenance protests the terms of request for proposals (RFP) No. F34650-87-R-0569, issued by the Air Force for custodial services at Tinker Air Force Base. At a preproposal conference, American Maid, the incumbent contractor, raised 25 concerns regarding the statement of work to the effect that certain of the specifications were neither economically sound nor in the best interest of the government; that others were so indefinite that they place an undue risk on prospective contractors and thereby also prevent those contractors from competing on an equal basis; and that still others lacked sufficient detail. Some of the allegations have since been resolved to the satisfaction of American Maid. Those remaining unresolved form the basis of this protest.

We deny the protest.

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The statement of work contains detailed instructions concerning the care and maintenance of floors. The RFP provides that on a periodic basis, stripping solutions are to be applied with scrubbing machines equipped with stripping pads; the floors then are to be rinsed twice with a mop and clear cold water to ensure removal of this solution, and then a new coat of wax is to be applied with a product containing at least 30 percent wax solids. American Maid contends that these procedures are neither the most effective nor cost efficient methods for maintaining floors. Referencing the Floor Care Manual of the Building Services Contract Association, American Maid states that the use of floor stripping solutions on hard surface floors on a monthly basis is not in accordance with industry standards, is not the proper way to maintain floors, causes damage to floors, and is otherwise inappropriate. American Maid also states that the contractor should be allowed to use the same FloPac type nylo grit stripping brush it used in performance of the predecessor contract, as this device, unlike the type prescribed, facilitates cleaning in the spaces between floor tiles, that the contractor be allowed to use no-rinse strippers; and that the contractor should not be required to use wax comprised of 30 percent wax solids as these products are sticky and difficult to apply.

In raising these concerns, American Maid does not argue that it cannot comply with the requirements for cleaning and maintaining floors specified in the solicitation, nor does it allege that it is economically affected or somehow placed at a competitive disadvantage by these aspects of the specifications. Instead, American Maid seemingly only is arguing that the agency should allow alternative methods of operation which in its view will better serve the needs of the government.

The method an agency chooses to accomplish its needs raises an issue of policy which we generally do not consider. See Mid-Atlantic Service & Supply Corp., B-218416, July 25, 1985, 85-2 CPD 86. It is the agency that must determine its needs, and we will not consider a complaint such as the protester's unless there is a showing of possible fraud or willful misconduct, neither of which is alleged here. See Security Assistance Forces & Equipment OIG, B-209555, Nov. 16, 1982, 82-2 CPD 449. To the contrary, the record reflects that this section of the performance work statement parallels the step-by-step instructions for floor care set forth in the General Services Administration's Custodial Handbook. This handbook specifies that stripping solutions are to be used and applied with machines equipped with stripping pads, and that the solutions are to be removed by rinsing. Additionally, while the contracting activity did allow American Maid, during performance of the predecessor

contract, to deviate from the direction pertaining to the application of stripping solutions, the record shows that the activity decided to adhere to the Handbook's guidelines for this contract as it found that the use of the nylo grit brush damaged the corners of floor tile.

In a similar vein, American Maid challenges the rigid time schedules for cleaning facilities set forth in the RFP. As was allowed during performance of the predecessor contract, American Maid states, the performance work statement should permit a certain amount of leeway for performing custodial services. Again, however, American Maid does not argue that it cannot comply with the prescribed time schedules or that it is somehow disadvantaged by the schedule; American Maid simply states that this rigid requirement will significantly increase the cost to the government. Accordingly, American Maid has not presented any basis upon which we can object to this requirement.

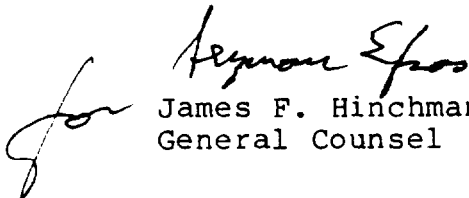
American Maid next alleges that several requirements set forth in connection with the furnishing of supplies are defective. Specifically, the contractor is responsible for furnishing, installing and maintaining 106 room deodorizers, including the replacement of those stolen or damaged during the term of the contract, and also must furnish incidental bathroom supplies such as paper towels and toilet tissue. These provisions, American Maid maintains, do not identify or estimate the amount of supplies that must be furnished by the contractor. American Maid concludes that offerors therefore must speculate on the level of work required when preparing their proposals, thereby precluding the submission of offers on a common basis. American Maid suggests that the RFP be amended in one of three ways: the RFP should provide that these items will be supplied by the government as government furnished property; that they be supplied by the contractor on a cost-reimbursement basis; or, that the offeror be required to submit separate unit prices for each of the items.

American Maid essentially seeks to have the solicitation restructured to eliminate any risk that the contractor will be required to furnish supplies without specific compensation. The presence of risk to the contractor, however, does not render a solicitation improper; some risk is inherent in most types of contracts, and offerors are expected, when computing their prices, to account for such risk. See Triple P Services, Inc., B-220437.3, Apr. 3, 1986, 86-1 CPD ¶ 318. Here, American Maid has not demonstrated that the solicitation places an unreasonable risk on the contractor. Offerors were allowed to inspect the work site before submission of proposals, and the potential cost of the task challenged by the protester appears to be minimal in

relation to the cost of the entire contract. See Bru Construction, Co. Inc., B-223463, Sept. 18, 1986, 86-2 CPD ¶ 318. Furthermore, the provisions contested here affect all offerors equally, and the fact that offerors may respond differently in calculating their prices is a matter of business judgment and does not preclude a fair competition. See American Contract Services, Inc., B-219852, et al., Oct. 30, 1985, 85-2 CPD ¶ 492. In this regard, we note that 11 other offerors responded to the RFP without taking exception to these requirements. See Triple P Services, Inc., B-220437.3, supra.

Finally, American Maid contends that the requirements for certain supply items lacked sufficient specificity, for example, that the solicitation is unclear as to whether one- or two-ply toilet tissue is required. We note, however, that the solicitation in fact does specify that two-ply tissue is required and, in our view, also specifies adequate requirements for the other various items (such as wax and soil retardants), to be supplied.

The protest is denied.

  
James F. Hinchman  
General Counsel